



PATENT

Attorney Docket No. 26842-1060(FLO5360.03A)

Applicant: KESTON, R.J. ET AL.  
Serial No.: 09/724,691  
Filed: NOVEMBER 28, 2000  
Title: INTRA-AORTIC RENAL DRUG DELIVERY CATHETER  
Group:  
Examiner:

**RECEIVED**  
MAR 21 2003  
OFFICE OF PETITIONS

## ASSIGNMENT (DOCUMENT) COVER LETTER

### PATENT OR PATENT APPLICATION

1. **NAMES OF PARTY(IES) MAKING TRANSFER**

Name 1: LIBRA MEDICAL SYSTEMS, INC.

2. **IDENTITY OF PARTY(IES) TO WHOM TRANSFER IS MADE**

This transfer is being made to:

Name: FLOWMEDICA, INC.  
Address: 46563 FREMONT BOULEVARD  
FREMONT, CA 94538

3. **INTENTION OF DOCUMENT**

A brief description of what the accompanying document intends to accomplish is that it is an:

- ☐ Assignment
- ☐ License
- ☐ Security Interest
- ☒ Other: Confirmation of Assignment of Patent Rights

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4. **IDENTIFICATION OF PATENT OR APPLICATION**

Particulars of the patent or application to which the accompanying document applies are:

Inventor(s):

KESTON, R.J. ET AL.

For (title):

INTRA-AORTIC RENAL DRUG DELIVERY CATHETER

- (a) ☐ U.S. patent application filed herewith.  
(b) ☒ U.S. patent application serial no. 09/724,691 filed on NOVEMBER 28, 2000.  
(c) ☐ U.S. patent no. \_\_\_\_\_ issued \_\_\_\_\_.

5. **NAME AND ADDRESS TO WHICH CORRESPONDENCE SHOULD BE MAILED**

Please address all correspondence and return the recorded document to:

John P. O'Banion  
O'BANION & RITCHEY LLP  
400 Capitol Mall, Suite 1550  
Sacramento, CA 95814

6. **NUMBER OF APPLICATIONS OR PATENTS IDENTIFIED AND TOTAL FEE DUE**

The number of applications or patents identified herein is: 1

Total Fee Due \$ 40.00

7. **DATE DOCUMENT WAS EXECUTED**

The accompanying document was executed on February 6, 2003.

8. **FEE PAYMENT**

Fee payment is provided for as follows:

☐ New Application transmittal (Item 18 - INCLUDED IN FILING FEE)

☐ FWC Transmittal (Item VIII)

☐ Transmittal of Filing under 37 CFR 1.60(b) (Item 11)

☒ Attached is a check in the sum of \$40.00

☒ Charge Account No. 07-1137 if any additional fee is due.

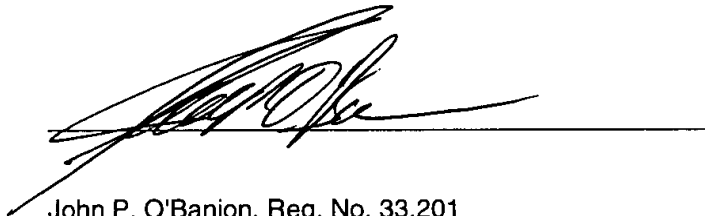
☐ Charge Account No. \_\_\_\_\_ in the sum of \_\_\_\_\_ A duplicate of this transmittal is attached.

9. **STATEMENT OF AUTHENTICITY**

The undersigned certifies that, to the best of his or her knowledge and belief, the information contained in this cover sheet is true and correct, and any copy of the document submitted for recording is a true copy of the original document.

10. **SIGNATURE**

Dated: March 14, 2003

A handwritten signature in black ink, appearing to read 'John P. O'Banion', is written over a horizontal line.

John P. O'Banion, Reg. No. 33,201  
O'BANION & RITCHEY LLP  
400 Capitol Mall, Suite 1550  
Sacramento, CA 95814  
(916) 498-1010

**CERTIFICATE OF MAILING BY "EXPRESS MAIL" (37 CFR 1.10)**Applicant(s): **KESTON, R.J. ET AL.**

Docket No.

**26842-1060(FLO5360.03A)**

Serial No.

**09/724,691**

Filing Date

**11/28/2000**

Examiner

**GHAFOORIAN, ROZ**

Group Art Unit

**3763**Invention: **INTRA-AORTIC RENAL DRUG DELIVERY CATHETER****RECEIVED****MAR 21 2003****OFFICE OF PETITIONS**

I hereby certify that the following correspondence:

**Assignment Cover Letter and Confirmation of Assignment of Patent Rights (Page 1 thru 14)***(Identify type of correspondence)*

is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 in an envelope addressed to: The Assistant Commissioner for Patents, Washington, D.C. 20231 on

**March 14, 2003***(Date)***Jerry V. King***(Typed or Printed Name of Person Mailing Correspondence)*  
*(Signature of Person Mailing Correspondence)***EV193318233US***("Express Mail" Mailing Label Number)***Note: Each paper must have its own certificate of mailing.**

## CONFIRMATION OF ASSIGNMENT OF PATENT RIGHTS

I, Ascher Schulewitz, having the title of CHAIRMAN for Libra Medical Systems, Inc. ("Assignor"), and being duly authorized to act for and on behalf of Assignor with respect to this document, hereby acknowledge, confirm, and declare that, on or before September 20, 2002, Assignor has sold, assigned, and transferred to FlowMedica, Inc. ("Assignee") the entire right, title and interest for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to any and all inventions disclosed in the following U.S. Patent Application:

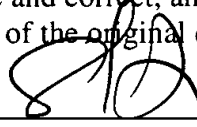
"Intra-Aortic Renal Drug Delivery Catheter";  
U.S. Patent Application Serial No. 09/724,691 filed on November 28, 2000.

True copies of the documents memorializing that transfer from Assignor to Assignee, consisting of 10 pages (including a cover page in addition to a true copy of my original signature on behalf of Assignor and attached to a complete set of documents to which such signature attests and agrees) is attached in Attachment 1.

I hereby confirm that Assignee is the owner of all right, title and interest in and to the above identified U.S. patent application and any and all foreign rights related thereto in any country of the world. In the event that the prior assignment document provided in Attachment 1 is defective for any reason, Assignor hereby sells, transfers and assigns to Assignee, nunc pro tunc, effective as of the execution date of my initial signature attesting and agreeing to the documents in Attachment 1 of September 20, 2002, the entire right, title and interest in and to the above identified U.S. and International patent applications in accordance to the terms provided in the Attachment 1, which shall be considered incorporated herewith by reference.

Further, I as the undersigned certify that, to the best of my knowledge and belief, the information contained in this affidavit is true and correct, and any copy of the document submitted for recording is a true copy of the original document.

FEB 6, 2003  
DATE

  
SIGNATURE (on behalf of Assignor)

ASCHER SCHULEWITZ  
PRINTED NAME

CHAIRMAN  
TITLE

# ATTACHMENT 1

## ASSIGNMENT

WHEREAS, Libra Medical Systems, Inc., a Delaware Corporation (hereafter the "ASSIGNOR"), possesses, or has possessed, or has rights to possess in the future, exclusive ownership of all rights, title, and interest in an invention for certain new and useful improvements in

### **INTRA-AORTIC RENAL DRUG DELIVERY CATHETER**

(the "INVENTION") for which an application for United States Letters Patent was filed on November 28, 2000, and assigned Serial No. 09/724,691.

WHEREAS,

FlowMedica, Inc.  
46563 Fremont Blvd.  
Fremont, CA 94538

a United States corporation (hereinafter "ASSIGNEE") is desirous of acquiring the entire right, title and interest in the same:

Now, therefore, in consideration of the sum of one dollar (\$1.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, said ASSIGNOR hereby sells, assigns and transfers unto said ASSIGNEE, all of ASSIGNOR's right, title, and interest in and to the INVENTION anywhere in the world, the entire right, title, and interest in and to any U.S. patent application and any U.S. patent issuing thereon covering the INVENTION, including without limitation any and all continuation, divisional, continuation-in-part, re-examination, or reissue applications, and also any and all corresponding foreign patent applications and patents issuing thereon anywhere in the world, including without limitation all rights under all International Conventions for the Protection of Industrial Property, and including with respect to any present or future interest of ASSIGNOR in such rights thus assigned. ASSIGNOR further transfers to ASSIGNEE all right, title, and interest, if any, of ASSIGNOR to seek or demand cooperation or information from the inventor(s) of the INVENTION or other persons in order to confirm and perfect title in ASSIGNEE, or otherwise to allow ASSIGNEE to obtain, maintain, or enforce any patent that may issue at any time and that is based at least in part on the INVENTION or otherwise claiming priority to the patent application indicated hereunder, and including without limitation all rights to seek or demand execution of complete assignment(s) of any and all rights, title, and interest to the INVENTION from any or all of the inventor(s) thereof, either directly or indirectly, and in particular including the right to seek and obtain execution of a replacement assignment(s) from such inventor(s) directly to ASSIGNEE, such as according to the scope and form provided in Attachment A herewith, which is intended upon execution to replace or modify the previously executed assignment(s) of inventor(s) rights to ASSIGNOR also appended herewith as "Exhibit 1" to Attachment A. ASSIGNOR will also execute all documents deemed necessary by ASSIGNEE to confirm title in ASSIGNEE.

Said ASSIGNOR hereby authorizes and requests that U.S. Letters Patent issue to said ASSIGNEE, as the assignee of the entire right, title, and interest in and to the same, for the sole use and for the use of its successors, legal representatives, and assigns, to the full end of the term for which said Letter Patent may be granted, as fully and entirely as the same would have been held by said ASSIGNOR had this assignment and sale not been made.

This Assignment, upon its execution by the signature of the undersigned below on behalf of ASSIGNOR, supercedes and replaces any other previous or contemporaneous agreement regarding the subject matter hereof, including in particular the "Prior Assignment" in Attachment B hereto. To the extent that operation of law, equity, or prior contract prevents operation of this Assignment to so supercede and replace the Prior Assignment, and the Prior Assignment does not deliver to ASSIGNEE all of ASSIGNOR's rights, title, or interest in and to the INVENTION intended to be delivered hereunder, then this Agreement shall be read, and shall be limited or modified if necessary and appropriate, in order to deliver to ASSIGNEE any and all remaining rights not previously delivered to ASSIGNEE under the Prior Assignment.

Witness, the undersigned, by providing the signature below, represents and warrants having the power and authority to execute this document on behalf of ASSIGNOR and therefore bind ASSIGNOR to the terms provided hereunder on the date(s) indicated.

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title:

**ATTACHMENT A**



## NOTICE TO INVENTOR(S) REGARDING ASSIGNMENT

1. The document you are about to sign transfers complete ownership of the subject invention(s), patent application(s) and patent(s), as well as future related inventions, to the named Assignee.
2. O'Banion & Ritchey LLP (including its individual attorneys) has been retained by the Assignee to prepare, file and prosecute patent applications for the subject invention(s).
3. O'Banion & Ritchey LLP (including its individual attorneys) does not represent you as inventor(s) as your attorney.
4. Because O'Banion & Ritchey LLP (including its individual attorneys) only represents the Assignee, we cannot have an attorney-client relationship with you as inventor(s) of the subject invention(s).
5. If you have any questions regarding your rights in the invention(s), patent application(s), patent(s) and/or future related inventions, you should consult your own attorney.

I/We acknowledge that I/we have received a copy of this Notice to Inventor(s) Regarding Assignment prior to being asked to sign the attached Assignment and that I/we have read and understand the contents hereof. I/We further acknowledge that, in executing the attached assignment, I/we have neither received nor relied upon any representation, oral or written, from O'Banion & Ritchey LLP apart from those contained in this Notice.

Date: _____	Inventor: _____	Randy Kesten
Date: _____	Inventor: _____	Michael Rosenthal
Date: _____	Inventor: _____	Sam Payne
Date: _____	Inventor: _____	Andrew Kramer
Date: _____	Inventor: _____	Sophia Pesotchinsky

**PATENT**

Attorney Docket No.: FLO5360.03A

**ASSIGNMENT**

For good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR(S),

Name: Randy Kesten  
Address: 181 ADA Ave #41  
Mountain View, CA 94043

Nationality:

Name: Michael Rosenthal  
Address: 783 Tolman Drive  
Palo Alto, CA 94305

Nationality:

Name: Sam Payne  
Address: 2175 Hoover Drive  
Santa Clara, CA 95051

Nationality:

Name: Andrew Kramer  
Address: 698 North Santa Cruz Ave #8  
Los Gatos, CA 95030

Nationality:

Name: Sophia Pesotchinsky  
Address: 12755 Alto Verde Lane  
Los Altos, CA 94022

Nationality:

hereby sell(s), assign(s) and transfer(s) to ASSIGNEE:

Name: FlowMedica, Inc.  
Address: 46563 Fremont Blvd.  
Fremont, CA 94538

and the successors, assigns and legal representatives of the ASSIGNEE, the entire right, title and interest for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to any and all improvements which are disclosed in the invention entitled:

**APPARATUS AND METHODS FOR TREATING CONGESTIVE HEART DISEASE**

and which is found in

- (a) ☐ U.S. provisional patent application filed herewith and listing the above named person(s) as inventor(s).
- (b) ☐ U.S. patent application filed herewith listing the above named person(s) as inventor(s).

(c) ☒ U.S. patent application serial no. 09/724,691, filed on November 28, 2000.

(d) ☐ U.S. Patent No.: \_\_\_\_\_, issued \_\_\_\_\_.

and any legal equivalent thereof in a foreign country, including the right to claim priority and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, continuation-in-part, extension or substitute thereof, and any reissue, reexamination or extension of said Letters Patent and all rights under all International Conventions for the Protection of Industrial Property;

ASSIGNOR(S) hereby covenant(s) that, unless provided in Exhibit 1 attached herewith, no other assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this present Assignment (together with Exhibit 1 as "Prior Transfer). Notwithstanding the foregoing, if any such Prior Transfer has been made prior to this Assignment, whether in Exhibit 1 or otherwise, then this Assignment shall supercede and replace such Prior Transfer and ASSIGNOR(S) hereby covenant having the right to execute such replacement. To the extent that operation of law, equity, or prior contract prevents this Assignment from superceding and replacing the Prior Transfer, and the Prior Transfer does not deliver to ASSIGNEE all of the rights, title, or interest of ASSIGNOR(s) in and to the INVENTION intended to be delivered hereunder, then this Agreement shall be read, and shall be limited or modified if necessary and appropriate, to deliver to ASSIGNEE any and all remaining rights, title, or interest not previously delivered to ASSIGNEE under the Prior Transfer.

ASSIGNOR(S) further covenant(s) that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said Invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation, or proceeding relating thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue or enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof. An attorney of record is authorized and requested by the execution of this assignment to insert into this assignment the filing date and serial number of said application when officially known.

AND the ASSIGNOR(S) request(s) the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States and any reissue or extension thereof to the ASSIGNEE.

Date: \_\_\_\_\_ Inventor: Randy Kesten

Date: \_\_\_\_\_ Inventor: Michael Rosenthal

Date: \_\_\_\_\_ Inventor: Sam Payne

Date: \_\_\_\_\_ Inventor: Andrew Kramer

Date: \_\_\_\_\_ Inventor: Sophia Pesotchinsky

**ATTACHMENT A**  
**(Exhibit 1)**

---

## ASSIGNMENT

WHEREAS, I or We, Randy J. Kesten, Michael H. Rosenthal, Sam G. Payne, Andrew K. Kramer, Sophia Pesotchinsky, (hereinafter referred to as the "undersigned"), having made an invention entitled INTRA-AORTIC RENAL DRUG DELIVERY CATHETER for which Serial Number 09/724,691, filed on November 28, 2000, the undersigned executed an application for United States Letters Patent,

WHEREAS, Libra, a corporation of Delaware, with offices at 6807 38<sup>th</sup> Avenue NE, Seattle, WA 98115, (hereinafter referred to as the "assignee"), is desirous of acquiring the entire right, title and interest in said invention, said application and all letters patent issuing for said invention,

NOW, THEREFORE, the undersigned shall be legally bound, upon request of the assignee, or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the undersigned has knowledge or possession, relating to the making and practice of said invention, to testify in any legal proceeding relating thereto, to execute all instruments proper to patent the invention in the United States of America and foreign countries in the name of the assignee, and to execute all instruments proper to carry out the intent of this instrument. If the undersigned includes more than one individual, these obligations shall apply to all of the undersigned both individually and collectively.

The rights and property herein conveyed by the undersigned are free and clear of any encumbrance.

**EXECUTED** under seal as set forth below.

\_\_\_\_\_  
Randy J. Kesten

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Michael H. Rosenthal

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Sam G. Payne

\_\_\_\_\_  
Dated

*Andrew Kramer*  
\_\_\_\_\_  
Andrew K. Kramer

\_\_\_\_\_  
8/21/02  
Dated

\_\_\_\_\_  
Andrew K. Kramer  
AK 8/21/02

\_\_\_\_\_  
Sophia Pesotchinsky

\_\_\_\_\_  
Dated

**ATTACHMENT B**

**ASSIGNMENT**

The undersigned, who has authority to act on behalf of:

Libra Medica Systems, Inc.  
766 San Aliso Avenue  
Sunnyvale, CA 94085,

the current assignor of an application for United States Letters Patent for "Intra-aortic Renal Drug Delivery Catheter", which was filed on November 28, 2000 and assigned Serial Number 09/724/691, hereby assigns the above-referenced application to:

FlowMedica Inc.  
c/o Accelerated Technologies, Inc.  
950 Third Avenue, Third Floor  
New York, New York 10021.

LIBRA MEDICAL SYSTEMS, INC.

Date: May 31, 2002

By:   
Name:  
Title: